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I. WITNESS BACKGROUND AND OVERVIEW

Q. PLEASE DESCRIBE YOUR BACKGROUND AND RELEVANT EXPERIENCE.

A. My name is William H. Green, III. My business address is 1095 Avenue of the Americas, New York, New York. I am employed by Verizon as Senior Product Manager E 9-1-1 Wholesale. In this position, I am responsible for management of the E 9-1-1 product throughout Verizon's service territory, including negotiation of interconnection agreement provisions, development of business rules and rates associated with the provisioning of E 9-1-1 services for CLECs, resellers, independents and wireless carriers. I have more than 23 years of experience in the telecommunications industry as an employee of Verizon and its predecessor companies. During that time, I have held various positions of increasing responsibility in the Marketing, Business Planning and Finance/Accounting areas. I received a Master of Business Administration degree with concentrations in Finance and Accounting from New York University Graduate School of Business in 1979, and a Bachelor of Business Administration degree from Bernard Baruch College in 1974.

II. PURPOSE OF TESTIMONY (ISSUE C6)

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. The purpose of my testimony is to provide information concerning provision of Enhanced 9-1-1 ("E 9-1-1") services by Verizon Virginia Inc. ("Verizon"), and to explain Verizon's position with regard to the disputed contract language on Issue C6.

1 **Q. BRIEFLY DESCRIBE THE STATUS OF THIS ISSUE.**

2 A. Cavalier proposes that Verizon modify its E 9-1-1 retail tariff, which is not a matter that
3 the Bureau should decide in an arbitration proceeding under Sections 251 and 252 of the
4 Act. This issue has nothing to do with any services that Verizon provides to Cavalier
5 under the parties' interconnection agreement and nothing to do with any price that
6 Verizon charges Cavalier for any service. Instead, the issue relates solely to the price
7 Verizon charges third parties (local governmental authorities) under Verizon's retail
8 tariff. The Virginia SCC has already initiated a proceeding to address how parties should
9 tariff retail charges for E 9-1-1. Comments are due in that proceeding later this month.
10 That proceeding, rather than this arbitration, is the appropriate place for Cavalier's issue
11 to be decided.

12 **Q. WHAT LANGUAGE DOES CAVALIER PROPOSE?**

13 A. Cavalier proposes contract language that would require Verizon to revise its *retail* E 9-1-
14 1 tariff to reflect functions that Cavalier claims it performs. Cavalier also seeks to
15 involve Verizon in explaining Cavalier's "operational and compensation procedures" to
16 the local jurisdictions that purchase Cavalier's E 9-1-1 services.

17 **Q. WHAT ARE VERIZON'S OBLIGATIONS WITH RESPECT TO E 9-1-1**
18 **SERVICES?**

19 A. Verizon provides E 9-1-1 services to Virginia counties, cities, and towns pursuant to
20 tariff. *See* Verizon's Miscellaneous Service Agreements Tariff, S.C.C.-Va.-No. 211,
21 Section 14. The services provided by Verizon include trunking, routing and other
22 features that enable these local government authorities to receive 9-1-1 calls and to

1 provide E 9-1-1 services. These authorities (and Langley Air Force Base) maintain and
2 operate approximately 65 Public Safety Answering Points (“PSAPs”) across the state,
3 where 9-1-1 calls are received and aid is dispatched. E 9-1-1 has been implemented
4 throughout most of Virginia.

5 **Q. HOW DOES E 9-1-1 WORK?**

6 A. When a Verizon customer dials 911, Verizon routes the call to the proper Public Safety
7 Answering Point, based on the Automatic Number Identification (“ANI”) which is the
8 customer’s telephone number. Specifically, this routing uses the Emergency Service
9 Number (“ESN”) information associated with the ANI for the call and which is derived
10 from the customer address maintained in the E 9-1-1 Database. Using the Emergency
11 Service Number, the tandem sends the caller and ANI to the proper PSAP.

12 The E 9-1-1 database that Verizon maintains includes the caller’s name and address,
13 along with other information that is useful for ensuring that the caller gets the help
14 needed from the proper agency. This information is automatically provided to the 911
15 operator when Verizon delivers a call to the PSAP, and it is particularly critical in the
16 event that a caller is unable to verbally communicate the proper address from which the
17 call is placed.

18 **Q. HOW IS VERIZON COMPENSATED FOR ITS E 9-1-1 SERVICES?**

19 A. Verizon is compensated in accordance with its 911 tariff, which has been accepted by the
20 Virginia SCC. *See* Verizon’s Miscellaneous Service Agreements Tariff, S.C.C.-Va.-No.

1 211. Verizon bills localities for the trunking, routing, database and other E 9-1-1 services
2 it provides.

3 **Q. HOW DOES CAVALIER PROVIDE E 9-1-1 SERVICES?**

4 A. Cavalier interconnects with Verizon's network so that Cavalier's facilities-based
5 customers may dial 911 to reach an emergency services provider in the same manner as
6 Verizon's customers. In addition, Cavalier puts its facilities-based customer information
7 into Verizon's E 9-1-1 database.

8 **Q. HAS THE COMMISSION REVIEWED WHETHER VERIZON PROVIDES**
9 **NONDISCRIMINATORY ACCESS TO ITS E 9-1-1 SERVICES AND**
10 **DATABASES?**

11 A. Yes. In approving Verizon's bid to provide long distance services in Virginia, the
12 Commission held:

13 Based on the record before us, we conclude, as did the Virginia Hearing
14 Examiner, that Verizon has demonstrated that it provides
15 nondiscriminatory access to E911 services and databases using the same
16 checklist compliant processes and procedures that it uses in section 271-
17 approved states.

18 *Virginia § 271 Order* ¶ 189 (citations omitted).

19 **Q. WHAT IS CAVALIER'S POSITION ON THIS ISSUE?**

20 A. Cavalier refers to its Virginia Arbitration Petition (*see* Cavalier's Petition, Exhibit A at
21 2), which states that "some recognition needs to be made that" both Verizon and Cavalier
22 provide the same facilities and services necessary to ensure that E 9-1-1 services are
23 available. Cavalier's Virginia Arbitration Petition at 17. Cavalier asserts that Verizon's

1 Virginia SCC-approved tariff rates amount to double charging local governmental
2 authorities for the same functions that Cavalier performs and for which Cavalier charges
3 under its tariffs.

4 **Q. CAN YOU COMMENT ON CAVALIER'S POSITION?**

5 A. Yes. Although Cavalier should be compensated by local jurisdictions for the E 9-1-1
6 services that it provides to such jurisdictions, there is no reason to require Verizon to
7 change its tariff rates to account for Cavalier's E 9-1-1 services. Cavalier's E 9-1-1 rates
8 are not connected to Verizon's E 9-1-1 rates in any way. Verizon's retail E 9-1-1 tariff
9 provides for the recovery of Verizon's costs associated with the network and database
10 costs that Verizon incurs as the administrator of the E 9-1-1 system. These costs are not
11 customer-specific, and they do not decrease simply because one or more competitors also
12 offer 911 service. Verizon still incurs costs associated with E 9-1-1 tandems/routers,
13 databases containing customer information, and the installation and maintenance of
14 trunks to the local jurisdictions. The fact that Cavalier may incur some costs in
15 interconnecting to Verizon's E 9-1-1 systems and inputting its customers' information
16 into Verizon's E 9-1-1 databases does not affect Verizon's costs. Cavalier's suggestion
17 that the services somehow overlap is incorrect, and the Bureau should therefore reject
18 Cavalier's proposed language.

19 **Q. IS THIS ARBITRATION THE PROPER FORUM FOR CAVALIER TO**
20 **ADDRESS CONCERNS WITH VERIZON'S RETAIL E 9-1-1 TARIFFS?**

21 A. No. To the extent that Cavalier has an issue with Verizon's retail E 9-1-1 tariff, it should
22 raise that issue with the Virginia SCC in a separate proceeding. In fact, the Virginia SCC

1 has already initiated a proceeding to address how parties should tariff retail charges for E
2 9-1-1 service, and has specifically requested comment on the issue of how localities
3 should be precluded from being assessed duplicate charges for intrastate regulated E-911
4 service. *See Virginia SCC E911 Order*. That proceeding, rather than this arbitration, is
5 the appropriate place for Cavalier's issues to be decided.

6 **Q. HAS CAVALIER HAD ADDITIONAL OPPORTUNITIES TO VOICE ITS**
7 **CONCERNS ABOUT VERIZON'S E 9-1-1 RATES?**

8 A. Yes. Cavalier raised its complaints about Verizon's retail E 9-1-1 tariff in Verizon's
9 section 271 proceeding in Virginia. The Hearing Examiner noted that the appropriate
10 forum to address Cavalier's complaints about tariff rates regarding the provision of E 9-
11 1-1 service is in a proceeding specifically addressing the rates, terms and conditions by
12 which Verizon and CLECs provide E 9-1-1 service where all interested parties, including
13 affected governmental entities, may participate. *Virginia Hearing Examiner Report* at
14 131. The same rationale holds true here – by including this issue in its arbitration
15 petition, Cavalier is improperly attempting to bootstrap a tariff complaint into a section
16 252 arbitration.

17 **Q. WHAT ELSE DOES CAVALIER PROPOSE?**

18 A. Cavalier proposes that Verizon and Cavalier send a "joint letter to the PSAP's, county or
19 municipal coordinators explaining technical, operational, and compensation procedures
20 applicable to each party regarding the 911/E911 arrangements." Cavalier's Proposed
21 Agreement § 7.3.10.

1 **Q. IS THIS APPROPRIATE FOR AN INTERCONNECTION AGREEMENT?**

2 A. No. There is no legitimate basis for requiring Verizon to help Cavalier explain its bills
3 and tariff as part of an interconnection agreement under Section 251 of the Act.


4 **III. CONCLUSION**

5 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

6 A. Yes.

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Executed this 17th day of September, 2003.


William Green

VERIZON VIRGINIA INC.

TESTIMONY OF TERRY HAYNES

V/FX TRAFFIC ISSUES (ISSUE C28)

CC DOCKET NO. 02-359

SEPTEMBER 23, 2003

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I. WITNESS BACKGROUND AND OVERVIEW

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND POSITION WITH VERIZON.

A. My name is Terry Haynes. My business address is 600 Hidden Ridge, Irving, Texas 75015. I am a manager in Verizon's State Regulatory Policy and Planning Group.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND.

A. I received a Bachelor of Arts Degree in Philosophy from the University of South Carolina in 1973. Since 1979, I have been employed by Verizon and its predecessor companies. I have held positions of increasing responsibility in Operations, Technology Planning, Service Fulfillment and State and Federal Regulatory Matters.

II. PURPOSE OF TESTIMONY (ISSUE C28)

Q. PLEASE DESCRIBE THE PURPOSE OF YOUR TESTIMONY.

A. My testimony explains why the Commission should adopt Verizon's proposed language for making the compensation structure for virtual foreign exchange ("V/FX") traffic reciprocal.

Q. HAS CAVALIER CORRECTLY IDENTIFIED THE PROPOSED CONTRACT SECTIONS THAT RELATE TO THE ISSUE OF RECIPROCAL TREATMENT FOR V/FX TRAFFIC?

A. No. Cavalier's Petition identifies eight proposed contract sections as related to Issue C28. *See* Cavalier's Petition, Exhibit A at 5 (referencing Cavalier's Proposed Agreement Sections 1.51(7), 1.52(a), 5.6.6, 5.6.8, 5.7.4.9, 5.7.5.2.1, 5.7.5.2.4.1, and 5.7.5.2.4.2). I

1 reviewed those eight sections and only one of them, section 5.7.4.9, appears to relate to
2 the reciprocity issue Cavalier identified. The other references do not relate to the
3 reciprocity issue (for instance, there is no Section 1.51(7) in either party's proposed
4 agreement, and other sections that Cavalier cites are undisputed.) On the other hand,
5 Cavalier failed to identify certain other contract sections that do relate to Issue C28. In
6 this regard, Cavalier's Proposed Agreement Section 4.2.7.15(c) is directly on point and
7 Section 4.2.7.15(e) is tangentially related. My testimony will address only the disputed
8 language that I have identified as related to Issue C28, that is, Verizon's and Cavalier's
9 Proposed Agreement Sections 4.2.7.15(c), 4.2.7.15(e), and 5.7.4.9.

10 **Q. WHAT IS THE NATURE AND STATUS OF THE V/FX RECIPROCITY ISSUE?**

11 A. The parties' agree on the definition of "Virtual Foreign Exchange Traffic" or "V/FX
12 Traffic" as "calls in which a Customer is assigned a telephone number with an NXX
13 Code (as set forth in the LERG) associated with an exchange that is different than the
14 exchange (as set forth in the LERG) associated with the actual physical location of such
15 Customer's station." *See* Verizon's Proposed Agreement, § 4.2.7.15(c); Cavalier's
16 Proposed Agreement, § 5.7.4.9. Historically, the vast majority of V/FX Traffic has
17 flowed from the incumbent's customers to CLECs' V/FX customers and compensation
18 for that traffic has been subject to much litigation.

19 Verizon's initial contract proposal did not require reciprocal treatment of contractually
20 defined V/FX Traffic because Verizon's experience has been that such traffic flows from
21 Verizon's customers to CLECs' customers. Cavalier proposed in its arbitration petition
22 and its edits to Exhibit B that the provisions of the contract dealing with such traffic be

1 made reciprocal. As a result, Verizon has now revised its language (in Sections
2 4.2.7.15(c) and 5.7.4.9) to treat the applicable types of V/FX Traffic in a reciprocal
3 manner. Thus, the parties may no longer have a dispute on this issue, but Verizon will
4 not know for certain until Cavalier responds to Verizon's revised language.

5 **Q. PLEASE DESCRIBE VERIZON'S RECIPROCITY PROPOSAL IN MORE**
6 **DETAIL.**

7 A. Verizon's revised Section 4.2.7.15(c) establishes the intercarrier compensation regime
8 that will apply to "V/FX Traffic", as such traffic is defined in the Proposed Agreement.
9 V/FX Traffic to and from Internet services providers ("Internet V/FX Traffic") will be
10 handled on a bill-and-keep basis and will not be subject to reciprocal compensation or
11 any other intercarrier compensation, while non-Internet V/FX Traffic will be subject to
12 Verizon's originating and terminating access charges. For example, Cavalier would pay
13 Verizon's originating access charges for a call from a Verizon customer to a Cavalier
14 customer with a non-Internet V/FX telephone number and would pay Verizon's
15 terminating access charges for a call from a Cavalier customer with a non-Internet V/FX
16 telephone number to a Verizon customer. Likewise, Verizon would pay Verizon's
17 originating access changes for a call from a Cavalier customer to a Verizon customer
18 with a non-Internet V/FX telephone number and would pay Verizon's terminating access
19 charges for a call from a Verizon customer with a non-Internet V/FX telephone number
20 to a Cavalier customer. Thus, Verizon's language ensures that intercarrier compensation,
21 where applicable to "V/FX Traffic" exchanged between the parties, will be reciprocal and
22 symmetrical.

1 **Q. HOW DOES VERIZON PROPOSE THAT THE PARTIES IDENTIFY V/FX**
2 **TRAFFIC?**

3 A. Verizon proposes in Section 4.2.7.15(c)(ii) that the parties identify “V/FX Traffic” by
4 providing each other with a list of all V/FX telephone numbers served by that party.
5 Because Verizon and Cavalier are responsible for assigning telephone numbers to their
6 customers, they will each know when they assign V/FX telephone numbers – that is,
7 numbers that are not associated with the exchange where the customer is located.

8 **Q. HOW DOES VERIZON PROPOSE THAT THE PARTIES DISTINGUISH**
9 **INTERNET V/FX TRAFFIC FROM NON-INTERNET V/FX TRAFFIC?**

10 A. Verizon proposes in Section 4.2.7.15 (c)(ii) that, in addition to providing a list of V/FX
11 telephone numbers, each party would provide the other with, among other things, either a
12 list of V/FX telephone numbers that receive ISP-bound traffic or specified data reflecting
13 the percentage of V/FX traffic to and from those numbers. The parties will then handle
14 “Internet V/FX Traffic” on a bill-and-keep basis, and assess the applicable Verizon
15 access charges only to the “non-Internet V/FX Traffic.”

16 **Q. HOW IS VERIZON’S PROPOSED SECTION 5.7.4.9 RELATED TO THIS**
17 **ISSUE?**

18 A. Verizon’s revised Section 5.7.4.9 states that Reciprocal Compensation shall not apply to
19 “V/FX Traffic” and that such traffic will be subject to the compensation provisions of
20 Section 4.2.7.15.

1 **Q. WHY DOES VERIZON PROPOSE THAT THE SAME LEVEL OF ACCESS**
2 **CHARGES SHOULD APPLY TO BOTH CAVALIER'S V/FX TRAFFIC AND**
3 **VERIZON'S FX TRAFFIC?**

4 A. As I explained above, Verizon's revised language prescribes reciprocal treatment of all
5 "V/FX Traffic," regardless of which party originates that traffic. Reciprocal treatment
6 requires applying the same rates to each party's traffic. Therefore, the access rates
7 Cavalier applies to calls to and from Verizon's "non-Internet V/FX telephone numbers"
8 must mirror the access rates Verizon applies to calls to and from Cavalier's "non-Internet
9 V/FX telephone numbers."

10 **Q. IS THERE A DISPUTE ABOUT SECTION 4.2.7.15(E)?**

11 A. It is not clear at this point; Verizon has contacted Cavalier to try to discern whether there
12 is any substantive dispute about this provision. Section 4.2.7.15(e), included in both
13 parties' contracts, addresses sharing of costs for transport facilities provided by Cavalier.
14 In section 4.2.7.15(c), Verizon proposed to exclude "V/FX Traffic" from the calculations
15 of Verizon's proportionate share of the charges for use of such Cavalier transport
16 facilities, and Cavalier proposed to make this provision reciprocal. However, in section
17 4.2.7.15(e), Cavalier proposes to strike similar language excluding "V/FX Traffic" from
18 the same calculations. Verizon agrees that this language duplicates similar, undisputed
19 language in 4.2.7.15(c), and thus, Cavalier should have no objection to this language and
20 it should be retained. If, however, Cavalier's intentions are otherwise, it has provided no
21 rationale for its change and the change should thus be rejected.

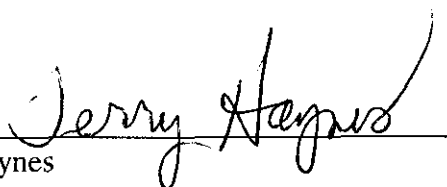
22 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

23 A. Yes.

Declaration of Terry Haynes

I declare under penalty of perjury that I have reviewed the foregoing testimony and that those sections as to which I testified are true and correct.

Executed this 16th day of September, 2003.


Terry Haynes

VERIZON VIRGINIA INC.

TESTIMONY OF THOMAS MAGUIRE

MASS MIGRATIONS AND HOT CUTS (ISSUES C11 and C12)

CC DOCKET NO. 02-359

SEPTEMBER 23, 2003

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I. WITNESS BACKGROUND AND OVERVIEW

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.

A. My name is Tom Maguire. My business address is 1095 Avenue of the Americas, New York, New York. I am a Senior Vice President in Verizon's Wholesale Markets Group with primary responsibility for CLEC Ordering, Provisioning and Maintenance. Since joining Verizon 22 years ago, I have held various positions of increasing responsibility in installation, maintenance and performance management. I received a Bachelor of Science degree from Adelphi University, and an M.B.A. from Long Island University.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I will explain Verizon's position on Issues C11, concerning Cavalier's proposal for special-access-to-UNE migrations; and C12, concerning Cavalier's proposals to overhaul Verizon's provisioning processes. I will address the problems with Cavalier's proposed contract language concerning special access migrations. I will also rebut Cavalier's claims that Verizon's existing hot cut processes are inadequate, and address Cavalier's proposal to establish a "Joint Implementation Team" to overhaul the entire provisioning process for all services under the Agreement. Cavalier has failed to justify any of its extreme proposals to change Verizon's provisioning processes, so they should be rejected.

II. PROJECT COORDINATION FOR SPECIAL ACCESS MIGRATION (ISSUE C11)

Q. WHAT IS CAVALIER'S COMPLAINT ABOUT MASS MIGRATIONS?

A. It is difficult to tell. Issue C11, as articulated by Cavalier, raises the specific issue of "improved project coordination for special access migrations to UNEs." Cavalier's

1 Petition, Exhibit A at 3. But Cavalier's original contract proposal, Cavalier's Proposed
2 Section 14.6, had nothing to do with special-access-to-UNE-migrations and instead
3 involved migration of dial-tone customers from a failing carrier to Cavalier. Cavalier's
4 Petition, Exhibit A at 3.

5 Approximately one week ago, Cavalier proposed an entirely new Section 14.6 that does
6 address special-access-to-UNE conversions by referring to the new Commission rule,
7 adopted in the *Triennial Review Order*, dealing with this subject. *See Triennial Review*
8 *Order*, Appendix B at 5 (Rule 51.316). In addition, Cavalier's proposes a Section 14.6.2
9 that would require Verizon to perform conversions "in an expeditious manner," and a
10 Section 14.6.3 that would require all pricing changes to begin in the "billing cycle
11 immediately following the conversion request by Cavalier."

12 **Q. WHY IS CAVALIER'S PROPOSAL INAPPROPRIATE?**

13 A. First, as explained above, while some of Cavalier's new proposed language is nothing
14 more than a restatement of the new regulations promulgated by the Commission in its
15 *Triennial Review Order*, other portions of Cavalier's desired terms are different than
16 those set forth in the *Triennial Review Order*. Verizon is statutorily obligated to follow
17 the law, so there is no need to include a restatement of the law in the parties'
18 interconnection agreement.

19 Second, Cavalier proposes a flashcut to the new rules, ignoring the fact that the *Triennial*
20 *Review Order*, in the absence of controlling contract provisions, allows carriers several
21 months to negotiate how the new Commission rules, like the rules concerning special-

1 access-to-UNE conversions, will be implemented, in order to ensure “an orderly
2 transition.” *Triennial Review Order* ¶ 703.

3 **Q. WHAT DOES VERIZON PROPOSE FOR THIS ISSUE?**

4 A. Before Cavalier made its most recent proposal, Verizon had proposed Section 11.13 to
5 govern special-access-to-UNE migrations. Cavalier has not objected to this language.
6 Verizon therefore proposes that these agreed-upon terms should control special-access-
7 to-UNE migrations while the parties negotiate terms for a contract amendment to
8 implement the *Triennial Review Order*’s new rules on special-access-to-UNE
9 conversions. This approach more accurately reflects the *Triennial Review Order*.

10 **III. HOT CUTS AND JOINT IMPLEMENTATION TEAM (ISSUE C12)**

11 **Q. WHAT IS THE NATURE OF THE PARTIES’ DISPUTE ABOUT HOT CUTS?**

12 A. Cavalier makes an extraordinarily expansive proposal in the context of a narrowly framed
13 issue. The specific issue Cavalier raises is whether the Agreement should include “a
14 process to address the hot-cut process,” but Cavalier’s proposal to establish a “Joint
15 Implementation Team” would overhaul the entire provisioning process for every service
16 provided under the Agreement. This team of one or two individuals from each company
17 would “identify and develop the processes, guidelines, specifications, and standards that
18 are necessary to implement the arrangements and services described in this Agreement.”
19 Cavalier’s Proposed Agreement § 11.16.1.

20 Cavalier’s language would require the Joint Implementation Team to address:

- 21 • interconnection administration, including standards and procedures for
22 notification of trunk disconnects;

- 1 • disaster recovery and escalation provisions;
- 2 • access to operations support systems;
- 3 • escalation procedures and single points of contact for ordering, provisioning,
- 4 billing, and maintenance;
- 5 • service ordering and provisioning procedures;
- 6 • provisioning and maintenance support;
- 7 • conditioning and provisioning of collocation space and maintenance of collocated
- 8 equipment;
- 9 • processes for directories, directory assistance, and directory listings;
- 10 • billing processes and procedures;
- 11 • “network planning components;”
- 12 • joint systems readiness and operational readiness plans;
- 13 • service and equipment testing;
- 14 • monitoring inter-company operational processes;
- 15 • physical and network security;
- 16 • 911 and E911 processes and procedures; and
- 17 • “such matters of technical and operational coordination as are necessary to
- 18 implement [the] Agreement.”

19 The Joint Implementation Team would be required to hold regular meetings and to
20 document its determinations in writing. If the members of the Team did not agree on
21 how to address a matter under consideration, each party would have to furnish a written
22 description of its position to the other party, after which the matter would be deemed in
23 dispute. The parties could then address their dispute under the Agreement’s dispute
24 resolution provisions, “and, failing informal resolution,” to “any forum of competent
25 jurisdiction.”